

Memorandum



Date: January 24, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(J)(1)(C)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Interlocal Agreement Between Miami-Dade County and the Miami-Dade
Expressway Authority for Conducting a Pilot Program for Metrobus Shoulder
Lane Operations

RECOMMENDATION

It is recommended that the Board authorize the execution of an Interlocal Agreement between Miami-Dade County and the Miami-Dade Expressway Authority (MDX) for conducting a pilot program for Metrobus Shoulder Lane Operations on MDX roadways.

BACKGROUND

Using a strategy employed elsewhere in the United States, most notably in the Minneapolis-St. Paul Metropolitan area, execution of this Interlocal Agreement would allow Miami-Dade Transit (MDT) Metrobuses to operate on the shoulders of expressways as a pilot program under certain conditions (below) when traffic on the main line lanes of the expressway are moving at 25 miles per hour or less. By employing this concept, transit vehicles would gain a travel time advantage without any major capital costs.

Currently, MDT operates express bus service on several MDX roadways: the Sunset and Kendall KAT's operate on the Snapper Creek Expressway (SR 878); the Killian KAT operates on the Snapper Creek and Don Shula Expressways (SR 878 and 874, respectively); and the Route 243 operates on the Airport Expressway (SR 112). If these routes are permitted to operate on the shoulders to bypass congested traffic on the main line lanes, about 5 minutes in travel time can be reduced on each trip. Passengers would get to their destinations more quickly and the schedule adherence of the buses would improve significantly. Additional express service is planned for the Dolphin Expressway (SR 836) between downtown Miami and west Miami-Dade via the airport in 2006.

An Interlocal Agreement with Florida's Turnpike Enterprise (FTE) will come before the Board under separate cover. Although MDT currently does not operate any bus service on FTE roadways, it is planning that new express bus service will be operating on the Homestead Extension of Florida's Turnpike (SR 821) within the next two years. That bus service would connect West Kendall with the Dolphin Mall/International Mall area, Miami International Airport, the Civic Center and downtown Miami.

This strategy allows for public transit buses to use the right shoulder along expressways under certain conditions:

- The minimum requirement for paved shoulders is 10 feet.
- Public transit buses are authorized to operate on the shoulders of a limited access facility only when main line traffic speeds are less than 25 miles per hour.
- Drivers of buses being operated on the shoulder may not exceed speed limits of 35 miles per hour.
- Buses operating on the shoulders must yield to entering, merging and exiting traffic.
- Buses operating on the shoulders will also maneuver to avoid disabled vehicles occupying the shoulders.

The Florida Department of Transportation (FDOT) has authorized a three-year pilot program to demonstrate the feasibility of employing such a strategy in Miami-Dade County. The pilot program would be conducted in accordance with the recommendation of the report "Special Use Lanes Study: Transit Use of Shoulder By-Pass Lane", dated October 2005, commissioned by the Metropolitan Planning Organization (MPO) and performed by The Corradino Group.

Under this Agreement, MDT is primarily responsible for the operation of the buses, the training of the bus operators and for all operating and program-related expenses. The MPO will monitor the pilot program and produce semi-annual reports.


The only difference between this Agreement and the one with FTE deals with who erects the needed roadside signs. In the MDX Agreement, MDX will erect the signs, whereas in the FTE Agreement, MDT will erect the signs under a permit granted by FTE.

If this program is deemed successful, it is planned to be made permanent under authorizing legislation.

FISCAL IMPACT

There is no significant fiscal impact anticipated with this Interlocal Agreement.

Costs associated with the pilot program may include erection and maintenance of signage, specialized operator training, marketing costs, and possible future repair of shoulders where buses may damage pavement. However, it is anticipated that these costs can be accommodated within the existing MDT Budget.

 12/14/05

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 24, 2006

FROM: Murray A. Greenberg
County Attorney

A handwritten signature of Murray A. Greenberg is written over the printed name.

SUBJECT: Agenda Item No. 8(J)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(C)
1-24-06

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE
COUNTY AND THE MIAMI-DADE EXPRESSWAY
AUTHORITY FOR CONDUCTING A PILOT PROGRAM FOR
METROBUS SHOULDER LANE OPERATIONS AND
AUTHORIZING THE COUNTY MANAGER TO RECEIVE
AND EXPEND FUNDS AND TAKE OTHER ACTIONS AS
SPECIFIED IN THE AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. That this Board approves the Interlocal Agreement between Miami-Dade County and the Miami-Dade Expressway Authority, in substantially the form attached hereto and made a part thereof, for the implementation of a pilot program for Metrobus shoulder lane operations.

Section 2. That this Board further authorizes the County Manager or the Miami-Dade Transit Director to execute such contracts and agreements as are approved by the County Attorney's Office; to receive and expend funds in accordance with such aforementioned contracts and agreements; and to take appropriate actions including filing and executing any

additional agreements, revisions, or amendments as required to carry out this project for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2006. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

B.L.

Bruce Libhaber

5

**Interlocal Agreement Among
Miami-Dade County, the Miami-Dade Metropolitan Planning
Organization and the Miami-Dade County Expressway Authority
For Conducting a Pilot Program for
Transit Operations on Expressway Shoulders**

This is an Interlocal Agreement, made and entered into pursuant to the Interlocal Cooperation Act, F.S Section 163.01, by and among Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as “the County”; the Miami-Dade Expressway Authority, a agency of the State of Florida and a body corporate and politic, hereinafter referred to as “the Authority”; and the Miami-Dade County Metropolitan Planning Organization, a political subdivision of the State of Florida, hereinafter referred to “the MPO”.

WITNESSETH:

WHEREAS, it is in the interest of the citizens of Miami-Dade County to reduce traffic congestion by improving County transit operations to attract more riders; and

WHEREAS, the Miami-Dade Transit operates or will operate express bus routes on certain Authority roadways; and

WHEREAS, the buses on those routes operate, in part, on roadways that experience frequent traffic congestion; and

WHEREAS, strategies to speed the operations of those transit services would make transit more attractive to new riders; and

WHEREAS, several communities throughout the United States allow operation of express buses on the shoulders of expressways under certain conditions; and

WHEREAS, the State of Florida Department of Transportation has authorized a three-year pilot program to determine whether such shoulder operations would be advantageous in the County; and

WHEREAS, the MPO has completed a study of such operations and recommends a pilot program be implemented on specific segments of Authority roadways where the shoulder is suitable for Metrobus operations and when traffic conditions warrant such operation;

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "AUTHORITY" shall mean the Miami-Dade County Expressway Authority.
- 1.2 "County" shall mean Miami-Dade County, including without limitation, MDT.
- 1.3 "FDOT" shall mean the State of Florida Department of Transportation.
- 1.4 "MDT" shall mean the Miami-Dade Transit.
- 1.5 "MPO" shall mean the Metropolitan Planning Organization for the Miami Urbanized Area.
- 1.6 "PILOT PROJECT" shall mean the proposed use of shoulders along expressways by transit buses as a by-pass lane for traffic congestion for a 3-year period.
- 1.7 "USDOT" shall mean the United States Department of Transportation.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. Each party to this agreement shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to it and which in any manner affect the Pilot Project on the roadways of the AUTHORITY. Each party shall be responsible for ensuring compliance by its employees, contractors, agents, or assigns with all applicable county, state, and federal requirements which are applicable to it and in any manner affect the Pilot Program, including, but not limited to, all safety,

mechanical, roadway and vehicular standards, if any, mandated by such requirements.

- 2.12 Representative. Each party shall designate one or more individuals to act as liaison to the other parties and shall notify the other parties in writing of such designation. Each party shall promptly notify the other parties in writing of any changes in such designation. The purpose of this representative is to facilitate the implementation of the pilot project and to be the point of contact for each agency.
- 2.13 Amendments or Modifications. Amendments or modifications to this Agreement must be in writing and shall not be effective unless executed by the County Manager, the MPO Director, and the Executive Director or Chairman of the Authority or their designees, subject to authorization by their respective Boards.

ARTICLE 3

PILOT PROGRAM FOR TRANSIT BUSES USING SHOULDERS ALONG THE SHOULDERS OF MIAMI-DADE EXPRESSWAY ROADWAYS

- 3.1 Concept. This Pilot Program is based on recommendations found in the “Special Use Lanes Study: Transit Use of Shoulder By-Pass Lane”, dated November 2005, commissioned by the MPO and performed by The Corradino Group hereinafter referred to the “Report”. Under the Pilot Program, MDT transit buses would operate on the right shoulder of Authority roadways under specific traffic-congestion conditions specified in Section 3.3 below. Such operations would remove MDT buses from slow traffic thus speeding their passengers to their destinations and providing an attractive alternative to citizens using their automobiles. No major construction will be needed to implement the Pilot Program.
- 3.2 Authority. This pilot program is undertaken under the authority of the FDOT as detailed in a letter dated April 6, 2005.
- 3.3 Conditions for Shoulder Operations. MDT buses shall operate on the right shoulder of Authority roadways under the following conditions:
 - 3.3.1 Where the Report has found that the shoulders are suitable for shoulder operations or where the parties otherwise agree in writing that said operations are appropriate.
 - 3.3.2 When the traffic on the mainline lanes of the Authority roadway is operating at speeds of less than 25 miles per hour, MDT buses may operate on the shoulders of such Authority roadway at the discretion of the Metrobus operator.
 - 3.3.3 Metrobus operation on the shoulders shall not exceed 35 miles per hour.

- 3.3.4 Metrobuses operating on the shoulders must yield to entering, merging and exiting traffic and to emergency and law enforcement vehicles, including without limitation, so-called Authority “Road Rangers.”
- 3.3.5 Where disabled or law enforcement vehicles, construction, or other obstacles occupy the shoulder, Metrobuses operating on the shoulders shall move from the shoulders.
- 3.4 Responsibilities of the Parties.
 - 3.4.1 The MPO shall be responsible for the following activities:
 - 3.4.1.1 The development of technical studies for implementing the Pilot Project including an implementation plan, reports and drawings, location for the installation of signs and revised roadway markings, and an estimated cost. Chapter VII of the “Special Use Lanes II Study – Transit Use of Shoulder By-Pass Lanes” included detailed information by corridor. All work will be coordinated between Miami-Dade Transit (MDT) and the agency with the jurisdiction over each particular corridor where service will be implemented.
 - 3.4.1.2 Monitoring of the Pilot Program and developing semi-annual progress reports for distribution to the Boards and staff of the parties to this Agreement.
 - 3.4.1.3 The production of a final report in the final semi-annual period of this project with recommendations concerning continuation, reduction, or expansion of the shoulder operations or any other strategy for improving transit operations on Authority roadways.
 - 3.4.1.4 The MPO shall seek funding for accomplishing these activities from among other potential sources the County Transit Surtax or FDOT Grants subject to appropriate approvals.
 - 3.4.2 MDT will be responsible for the following activities and financing them:
 - 3.4.2.1 Except where otherwise noted in this Agreement, all costs of operation of the Pilot Program, including, without limitation, (i) the provision of buses for shoulder operations,(ii) the training of Metrobus operators to conform to the conditions of the Pilot Program,(iii) the development, production, and distribution of informational materials to inform public officials, the general public, expressway drivers, and transit riders of the goals, objectives and details of the Pilot Program,(iv) the costs of any modifications, improvements or repairs to roadway shoulders associated with the Pilot Program, including without limitation prompt reimbursement to the Authority for any such costs incurred by the Authority, (v) the costs of the installation and maintenance of signs and roadway markings associated with the Pilot Program, including without limitation prompt reimbursement to the Authority for any such costs

incurred by the Authority, and(vi) procuring the participation and cooperation of appropriate law enforcement organizations in the Pilot Program.

3.4.3 The Authority shall be responsible for the following activities:

3.4.3.1 Maintenance of the shoulders, including without limitation, removal of debris to allow shoulder operations to the maximum extent allowed by the conditions of the Pilot Program.

3.4.3.2 Subject to the obligation of the County to reimburse MDX pursuant to Section 3.4.2 of this Agreement, striping or re-striping or other similar tasks that are needed to implement the Pilot Program.

3.4.3.3 The cost of any repairs to the shoulders needed to continue this pilot program shall be detailed and forwarded to MDC for reimbursement. MDX will submit detailed and auditable invoices to the County as mutually agreed upon. The County will proceed to pay these invoices within timeframes mandated by Florida Prompt Payment Act.

3.4.3.4 Subject to the obligation of the County to reimburse MDX pursuant to Section 3.4.2 of this Agreement, fabrication, installation, maintenance, and where necessary, replacement of roadway signs along the segments of the roadways where shoulder transit operations will take place as detailed in the Report.

3.4.3.5 Distribution of informational material concerning the Pilot Program to expressway drivers.

3.4.3.6 For the purpose of the implementation of this pilot project, there shall be no major construction activities scheduled along the shoulders in association with the implementation of this Pilot Project.

3.4.3.7 MDT will request the MDX approval prior to implementing any express transit services along their facilities.

ARTICLE 4

INSURANCE

The parties hereto acknowledge that all parties are self-insured governmental entities subject to the limitations of Section 768.28, F.S. Each party shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. Each party shall collect and keep on file documentation of insurance of any and all contractors procured

by it which may participate in any way in the Pilot Program. Each party shall further require that any such contractor include the other parties as a named insured and shall provide the other parties with a copy of the insurance policy purchased by any contractor in connection with the Pilot Program.

ARTICLE 5

INDEMNIFICATION

The County shall indemnify and hold harmless the Authority and the MPO and the respective officers, employees, agents and instrumentalities of each from any and all liability, losses or damages including attorneys' fees and costs of defense, which the Authority, the MPO, or the respective officers, employees, agents or instrumentalities of each may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement, the Pilot Program, or the use of the shoulder of Authority roadways by Miami-Dade Transit vehicles. County shall pay all claims and losses in connection therewith and shall investigate and defend all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Authority and the MPO, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon.

ARTICLE 6

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 6.1 Term of Agreement. This Agreement shall become effective upon approval of the Boards of the parties and execution by the County Manager, the MPO Director and the Executive Director or Chairman of the Authority or their designees and shall remain in effect for one year beyond the period of operation of the Pilot Program. This Agreement is subject to three five-year options to renew, by agreement among the County, the MPO and the Authority
- 6.2 Period of Operation of the Pilot Program. The period of operation of the Pilot Program shall begin after all the parties agree that preparations for shoulder operations have been accomplished. Such preparations shall include, but not be limited to training of Metrobus Operators, preparation of the shoulders, and installation of roadway signage, and distribution of information to public officials, the general public, expressway drivers and transit riders. The period of operation shall extend for three years unless terminated earlier by agreement of the parties

or under direction from the FDOT. The period of operation may be extended by agreement of the parties and the FDOT.

- 6.4 Termination for Cause. This agreement may be terminated for cause by any party upon no less than one hundred twenty (120) days written notice to the other parties. If the notification is from the MPO or the Authority, the notice shall be sufficiently in advance for MDT to implement a change in service in accordance with the Collective Bargaining Agreement between Miami-Dade County and Local 291 of the Transport Workers' Union.
- 6.5 Termination without Cause. Any party may terminate this Agreement without cause upon no less than three hundred sixty (360) days written notice to the other parties.
- 6.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to the other parties hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
111 N.W. First Street Suite 910
Miami, FL 33128
Attention: Director, Miami-Dade Transit

FOR THE MPO

Metropolitan Planning Organization
111 N. W. First Street Suite 910
Miami, Florida 33128
Attention: Director

FOR THE AUTHORITY

Miami-Dade Expressway Authority
3790 NW 21st Street
Miami, Florida 33142

- 6.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties.

- 7.8 Execution. This document shall be executed in six (6) counterparts, each of which shall be deemed an original. Two originals shall be distributed to each of the parties.
- 7.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:


MIAMI-DADE COUNTY, a
political subdivision of the
State of Florida

HARVEY RUVIN, CLERK

By Its Board of County
Commissioners

By: : _____
DEPUTY CLERK

By: _____
GEORGE BURGESS
COUNTY MANAGER

Approved by County Attorney as
to form and legal sufficiency 

ATTEST:

MIAMI-DADE COUNTY
EXPRESSWAY
AUTHORITY AUTHORITY

By: _____
SERVANDO M. PARAPAR, P.E.

EXECUTIVE DIRECTOR

ATTEST:

MIAMI-DADE COUNTY,
FLORIDA BY THE GOVERNING
BOARD OF THE
METROPOLITAN PLANNING
ORGANIZATION

By: _____
JOSE-LUIS MESA, Ph.D.
DIRECTOR